

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

NATIONWIDE GENERAL
INSURANCE COMPANY a/s/o
Yolanda Norman,

Plaintiff,

vs.

UNITED STATES OF AMERICA,

Defendant.

C/A No. 4:25-cv-2651-JD

COMPLAINT

INTRODUCTION, PARTIES, JURISDICTION, AND VENUE

1. This civil action is brought under the Federal Tort Claims Act, 28 U.S.C. § 1346(b) and 28 U.S.C. § 2671 et seq., as hereinafter more fully appears.

2. Upon information and belief, Jacob Whisnant (“Whisnant”) is a resident and citizen of Anderson in Florence County, South Carolina.

3. At all times relevant to this Complaint, Whisnant was acting within the scope and course of his employment with the United States Postal Service (the “USPS”), an agency of the United States of America, an appropriate defendant under the Federal Tort Claims Act.

4. Plaintiff Nationwide General Insurance Company (“Nationwide”) is an Ohio corporation that is licensed to write motor vehicle insurance policies in South Carolina.

5. Nationwide timely submitted an administrative claim to the USPS for the damages alleged herein, but the USPS has not made an administrative adjudication of the claim as of this filing.

6. Nationwide, as claimant, hereby deems the USPS’s administrative inaction as a final denial of the administrative claim pursuant to 28 U.S.C. § 2675(a).

7. Nationwide has exhausted the administrative remedies and fully complied with the provisions of 28 U.S.C § 2675 of the Federal Tort Claims Act before filing this civil action.

8. Venue is proper within this judicial district under 28 U.S.C. § 1402(b) because the subject accident occurred within this judicial district, in Florence County, South Carolina.

FACTUAL ALLEGATIONS

9. At all relevant times, Yolanda Norman (“Norman”) was insured under a motor vehicle insurance policy issued by Nationwide (the “Policy”), which covered her 2018 Toyota RAV4 (the “Insured Vehicle”) against accidental damage.

10. Whisnant was acting within the direction, control, and authority of the USPS on October 17, 2022, when he drove a vehicle owned or leased by the USPS (the “USPS Vehicle”) in Florence, South Carolina, exited a private driveway onto US 29 North and struck the Insured Vehicle driven by Kimberly Norman as it was traveling northbound on US 29 North. Whisnant failed to yield to the Insured Vehicle, which had the right of way, striking the Insured Vehicle with the USPS Vehicle.

11. The collision and the resulting damage to the Insured Vehicle were solely and proximately caused by the inattention of Whisnant and his failure to yield the USPS Vehicle to the Insured Vehicle, and his negligence is attributed to the USPS.

12. Norman made a claim with Nationwide for the damage to the Insured Vehicle and was indemnified \$20,629.14 pursuant to the Policy. Nationwide is therefore legally and equitably subrogated to Norman’s rights to the extent of its claim payments under the Policy for the damage sustained to the Insured Vehicle.

CLAIM FOR RELIEF

13. Nationwide restates paragraphs 1 through 12 of this Complaint.

14. Whisnant was negligent in that he (a) failed to pay proper attention to his driving; (b) operated the USPS Vehicle while distracted or otherwise inattentive; (c) failed to yield to the Insured Vehicle; and (d) was negligent in other ways that may be ascertained in discovery or trial of this matter.

15. Whisnant's negligent operation of the USPS Vehicle is imputed and attributed to the USPS under the doctrine of respondeat superior by virtue of Whisnant's employment with the USPS.

16. The damage to the Insured Vehicle and the losses sustained by Norman and Nationwide were a direct and proximate result of Whisnant and the USPS's negligence.

WHEREFORE, Nationwide General Insurance Company demands judgment against defendant United States of America in the amount of \$20,629.14 plus such other and further relief this Court deems proper.

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